

AMENDMENTS TO THE DRAWINGS:

The attached sheets of drawings include Figs. 1A-1H and 2A-24. These replacement sheets replace the same numbered originally filed drawings.

Attachments: Thirty -Two Replacement Sheets of Drawings

REMARKS

Entry of this amendment and reconsideration of the present application, as amended, are respectfully requested.

Claims 1, 9-12, 21 and new claims 30-42 are pending in this application, claims 2-8, 13-20 and 22-29 having been cancelled.

Claims 1, 9-12 and 21 are amended. Unless an argument is made below in support of the patentability of each of these claims over a cited prior art reference in view of an amendment to the claim, the changes to the claims do not relate to patentability.

Claim 9 has been amended to include subject matter set forth in claim 1, which as argued below, should be considered as being directed to the elected invention. No new matter is introduced by the changes to claim 9, or claims 10-12 which depend therefrom.

No new issues are raised by the changes to claim 9 because as discussed with the Examiner in the telephonic interview conducted on January 8, 2009, the Examiner appears to have considered the step of “generating benefit for the event organizer based on the contractual obligation” to encompass benefit derived from the setting of a purchase price of goods and services (the second price) above the cost (the first price) and the use of the difference by the event organizer (in order for claim 9 to be directed to the elected invention). Moreover, this price differential setting process was previously set forth in claim 1, considered by the Examiner, and identified as being a feature of the elected invention (see the Office Action dated November 1, 2007 setting forth the restriction requirement). Therefore, the price differential formation and use by the event organizer were previously considered by the Examiner, and substantively addressed, and therefore do not require further search or consideration. The changes to dependent claims 9-12 and 21 are to conform to claim 9 as amended and/or for clarification purposes and also do not raise new issues.

In response to the Examiner’s comments in the Advisory Action dated April 13, 2009, it is pointed out that an important clause in claim 9 is being misinterpreted, namely the clause “upon acceptance by a provider of the selected one or more of the goods and services **to the manner of payment** associated with the goods and services by the consumers other than organizer”. The Examiner has interpreted this clause to mean that the “provider accepted payment” and therefore control over the funds went through the provider.

This interpretation is faulty for two reasons. First, it completely overlooks the words “manner of” relative to the payment and construes the clause as “upon acceptance by a provider of the selected one or more of the goods and services **to ... payment** associated with the goods and services by the consumers other than organizer”. This is clearly not what is written in the claim. Second, this is not the

invention!!! The invention is elaborately described in the specification with reference to a cybermediary that manages an event on behalf of an event organizer. The cybermediary is the intermediary between the gift givers and the vendors or providers. However, the cybermediary cannot impose conditions on the manner in which payment will be accepted by the providers for goods or services to be rendered for an event. That is, the cybermediary cannot force the providers to accept a payment process, for example, a credit card (e.g., AMEX if they do not accept it), or installment payments (e.g., monthly credit card payments that result in higher credit card merchant fees). As set forth in the specification at page 13, lines 7-11, “[I]f a guest chooses to buy one of the gifts listed (step 48), the guest will submit payment to the General Fund (step 50), an interactive financial vehicle for collecting and distributing all funds related to the event. Payment will be made to the General Fund using checks, a credit card, a debit card, or other means [**the manner of payment**], with the exact date of payment determined by the guest. In addition, the payment method may be any currently in use for Internet-based commerce as well as any new payment methods developed for Internet-based commerce.” Only if the provider accepts the terms or conditions of the payment which are conveyed through the cybermediary, will the obligation on the provider to deliver the goods or services be binding via a contractual obligation. Payment does not occur until **AFTER** the provider notifies the gift giver or cybermediary that the terms or conditions of payment, i.e., the manner of payment, have been accepted, and actual payment is provided by the event organizer through the cybermediary.

Therefore, in the invention, there is a clear delineation between acceptance of the manner of payment as claimed and the later actual payment. While the provider accepts the manner of payment and then contractually binds themselves to deliver the goods or services, the event organizer through the cybermediary actually receives the payment from the gift giver and then sends the provider the monetary value (the first price) keeping the benefit (the difference between the first and second prices) to use for, e.g., additional goods or services for the event.

In the invention therefore, there is no direct payment from the gift giver to the provider. As this is the Examiner’s interpretation of the claim 9, the Examiner is respectfully requested to identify that portion of the specification which describes a direct link between the gift giver and the provider for monetary transfer of funds, without the interposition of a cybermediary and/or the event organizer or use of the General Fund.

Rather, it is respectfully submitted that the specification and drawings show a General Fund Transaction receiving payment from the gift givers (see Fig. 6) and then disbursing such payment to the providers. For example, at page 12, lines 13-18, it is stated that “When appropriate to the product or service at hand, the registry will function as an online auction. Vendors will make bids under the relevant

product categories to compete for the lowest price. Whichever vendor bids at the lowest price will receive the purchase order *from the registry* at the time of payment. For all processes, payment to each vendor will commence either whenever a guest chooses to buy the gift in question *or whenever the couple chooses to buy the gift in question* [the couple being the event organizer and thus having control over the purchase of the gift specified by the gift giver-thus allowing the event organizer to decline the gift or pick another gift-see Fig. 5]. If neither the guest nor the couple end up buying the gift in question, the listings are erased with no compensation given to the vendors” (emphasis added). Moreover, at page 13, lines 24-28, it is stated that “For services, *after the General Fund receives payment*, a portion of the fund can be paid to the vendor, if required, prior to the event (step 50). The remainder of the funds will be paid on or after the wedding day, as stipulated by contract (step 62). For gifts, at the time of the gift's delivery, i.e., after the event (step 60), the remainder of the actual price of the gift as listed for the couple will be sent to the vendor (step 62)” (emphasis added). Note that the General Fund receives payment, not the provider, and that the provider may receive payment only on or after the event, i.e., after the provider has accepted the manner of payment to create the contractual obligation but not actual payment.

In further response to the Examiner's comments, the event organizer does not receive a “double benefit”, but rather only the difference between the first and second prices is the benefit to the event organizer. Although the event organizer receives all of the payment (the second price), it must disburse money equal to the first price to the provider (on or after the event as per the manner of payment accepted by the provider), thus keeping the difference as a benefit.

In view of the foregoing, it is respectfully submitted that the Examiner's interpretation of the clause “as acceptance of payment by the provider” as set forth in the Advisory Action is incorrect and that claim 9 as previously set forth and as currently amended accurately reflects the invention disclosed in the specification wherein payment is made to an intermediary and not directly to the provider, although the provider must accept the manner of payment in order to become contractually obligated in the performance of services or delivery of goods sought by the gift giver for the event organizer.

Election/Restriction

The Examiner's position that claims 1-6, 8 and 22-29 are directed to an invention that is independent or distinct from the invention originally claimed, and thus the constructive election of species requirement of claims 9-12 and 21, is respectfully traversed.

In support of the traversal of the restriction requirement, it is noted that the description provided by the Examiner in the Office Action dated November 1, 2007 states that claims 1-6, 8-12 and 21 are drawn to methods for enabling an event organizer to plan an event while collecting additional sums

charged for items and services by the system over and above a first price (emphasis added). Of independent claims 1 and 9, only claim 1 mentioned a “first price”. Claim 9 and its dependent claims, as set forth prior to this Amendment, did not mention anything about a “first price” or collecting additional sums charged for items over and above the first price.

Rather, claim 1 defines a “first price” as the price for gifts and services in the database and further recites the receipt of funds equal to a second price which is over and above the first price. Thus, independent claim 1, rather than independent claim 9, more closely aligns with the Examiner’s definition of the elected Invention I as set forth in the Office Action dated November 1, 2007.

For this reason, it is respectfully submitted that claim 1 is not directed to a non-elected invention and should be considered together with claim 9 and its dependent claims herein.

Drawings

In response to the official draftsman’s objection to the drawings, submitted herewith are replacement sheets of drawings for Figs. 1A-1H and 2A-24.

In view of the foregoing, it is respectfully submitted that the objection to the drawings has been overcome and should be removed.

Claim Rejections-35 U.S.C. §101

Claims 9-12 and 21 were rejected under 35 U.S.C. §101, on the grounds of being directed to non-statutory subject matter.

Claims 9-12 have been amended to include one of the other categories of statutory subject matter, e.g., a machine such as a processor and a communications device, and therefore should now be patentable subject matter under 35 U.S.C. §101. Claim 1 has been similarly amended in the event it is rejoined with claims 9-12 and 21 for examination, as argued above.

Claim Rejections-35 U.S.C. §103(a)

Claims 9-12 and 21 were rejected under 35 U.S.C. §103(a) as being anticipated by Bezos (U.S. Pat. No. 6,029,141) in view of Robertson (U.S. Pat. No. 6,609,106).

The Examiner’s rejection is respectfully traversed in view of amendments to independent claim 9.

Claim 9 is directed to a method for coordinating payment for products and services in connection with an event, comprising creating a database of a finite amount of goods and services desired by an event organizer for use at the event with an associated cost using a processor, the associated cost being a

first price for the goods and services in the database, embodying the database in computer-readable media, enabling consumers other than the organizer to access the database using a processor and commit to payment for a selected one or more of the desired goods and services, and displaying on a display visible to the consumers other than the organizer, the goods and services in the database and a second price for the goods and services, the second price being greater than the first price. Claim 9 also recites that steps of associating using a processor, the manner of payment by the consumers other than the organizer with the selected one or more of the goods and services and upon acceptance by a provider of the selected one or more of the goods and services to the manner of payment associated with the goods and services by the consumers other than organizer and upon payment of the second price by the consumers other than the organizer to the organizer, undertaking the following steps (in any order): contractually obligating the provider of the goods and services to deliver the goods for the event and perform the services at the event for the first price, generating benefit for the ~~event~~ organizer based on the contractual obligation, the generated benefit being a difference between the first and second prices, enabling the event organizer to use the generated benefit to obtain goods to be delivered for the event and services to be performed at the event, and removing the selected one or more of the goods and services from the database.

The prior art cited by the Examiner does not disclose teach or suggest the present claimed invention.

Bezos discloses allowing a customer to order products from a merchant, and a portion of the customer's funds are given as a commission to an intermediate between the customer and the merchant, referred to as an associate. The ordering of the goods provides for a direct ordering from the customers to the merchant with only a notification of the placing of the order being sent to the associate. The money flow is from the customer directly to the merchant and the commission then being sent from the merchant to the associate.

In contrast to the embodiment of the invention set forth in claim 9, Bezos does not disclose "displaying on a display visible to the consumers other than the organizer, the goods and services in the database and a second price for the goods and services, the second price being greater than the first price" and then "generating benefit for the event organizer based on the contractual obligation, the generated benefit being a difference between the first and second prices". There is absolutely no adjustment between the cost of the goods or services being provided to the consumer and the price being paid for the goods or services to build in an amount that can be provided to the event organizer. This pricing structure is significantly and patentably different than a commission-based price structure as in Bezos.

Robertson also does not disclose determining a difference between a price for a good or service displayed to the purchasing consumer and the cost for the good or service with this difference constituting a benefit that is available to an event organizer to use to obtain goods or services for the event.

In view of the foregoing, Bezos taken in combination with Robertson does not disclose all of the features of the embodiment of the present invention set forth in claim 9 and therefore cannot render obvious the embodiment of the invention set forth in this claim or in claims 10-12 and 21 which depend therefrom.

In view of the changes to claim 9 and the arguments presented above, it is respectfully submitted that the Examiner's rejection of claims 9-12 and 21 has been overcome and should be removed.

New Claims

Claims 30-42 are added, all directly or indirectly dependent on claim 9, and are directed to additional embodiments of the invention previously set forth in claims 2-6, 8 and 22-29. No new matter is introduced by the presentation of claims 30-42.

In view of the cancellation of claim 2-8, 22-29, no fee is due for the presentation of new claims 30-42.

Petition for Extension

Applicant hereby petitions for a two-month extension of time to extend the time for response to the Office Action dated December 15, 2008 for two months from March 15, 2009 to May 15, 2009. The petition fee of \$245, applicant qualifying for small entity status, is submitted herewith.

An early and favorable action on the merits upon entry and consideration of this amendment is earnestly solicited.

FOR THE APPLICANT
Respectfully submitted,
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Thirty-two (32) Replacement Sheets